



KUEHN, JENNIFER L

Record and Return To:
Fiserv Lending Solutions
P.O. BOX 2590
Chicago, IL 60690

LOAN NUMBER: 5000028018

(Space Above This Line For Recording Data)

MODIFICATION AGREEMENT - DEED OF TRUST

THIS MODIFICATION AGREEMENT ("Agreement") is made this 23rd day of February, 2008, between Jennifer L. Kuehn, Wife, whose address is 1347 Tyler Way, Southaven, Mississippi 38671 ; and Joshua S. Kuehn, a/k/a Joshua Shane Kuehn, Husband, whose address is 1347 Tyler Way, Southaven, Mississippi 38671 ("Borrower"), and Nexity Bank whose address is 3500 Blue Lake Drive, Suite 330, Birmingham, Alabama 35243 ("Lender").

Nexity Bank and Borrower entered into a Deed of Trust dated March 7, 2007 and recorded on March 28, 2007, in Book 2687, Page 772-779, records of County of Desoto, State of Mississippi ("Deed of Trust"). The Deed of Trust covers the following described real property:

Address: 8341 Westbrook Drive, Olive Branch, Mississippi 38654

Legal Description: See attached Schedule/Exhibit "A".

Parcel ID/Sidwell Number: 106521110 00017 00

INDEXING INSTRUCTIONS: Lot 17, Section 21, Township 1 South, Range 6 West

It is the express intent of the Borrower and Lender to modify the terms and provisions set forth in the Deed of Trust. Borrower and Lender hereby agree to modify the Deed of Trust as follows:

- Mortgage being modified to increase the current line of credit limit of \$80,000.00 to \$98,000.00.
Taxable amount: \$18,000.00.

Borrower and Lender agree that the Deed of Trust, including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Deed of Trust on the Property. Nothing contained herein shall in any way impair the Deed of Trust or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Deed of Trust, it being the intent of Borrower and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Deed of Trust.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Deed of Trust modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Borrower who signed the original Deed of Trust does not sign this Agreement, then all Borrowers signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

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This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing below, Borrower and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

Jennifer L. Kuehn 2/26/08
Name Date

Joshua S. Kuehn 2/26/08
Name Date

Witnessed by:

Shera Klinger 2/26/08
Name Date

Name: Date

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Tennessee (SK)
~~MISSISSIPPI~~)
COUNTY OF Shelby)

Personally appeared before me, the undersigned authority in and for the above named county and state, on this 26th day of February, within my jurisdiction, the within named **Jennifer L. Kuehn; Joshua S. Kuehn**; who acknowledged that they executed the above and foregoing instrument. In witness whereof, I hereunto set my hand and my official seal.

My commission expires: August 31, 2010

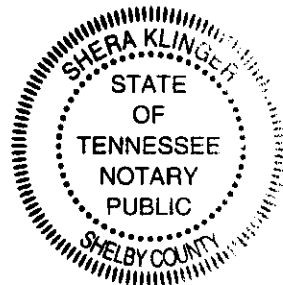
Shera Klinger
2-26-08

(Official Seal)

LENDER: Nexity Bank

William Burnett 2-27-08
By: William Burnett Date

Its: Consumer Loan Center Manager



BUSINESS ACKNOWLEDGMENT

STATE OF ~~MISSISSIPPI~~ ALABAMA)
COUNTY OF JEFFERSON)

On this the 27th OF FEBRUARY 2008, before me, MICHAEL GOLDSTEIN, a NOTARY PUBLIC, personally appeared William Burnett, Consumer Loan Center Manager on behalf of Nexity Bank, a(n) Financial Institution, to me personally known or who having proved to me on the basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged that he/she holds the position set forth and that he/she is being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Financial Institution by himself/herself as Consumer Loan Center Manager of Nexity Bank, and that the foregoing instrument is the voluntary act and deed of the Financial Institution.

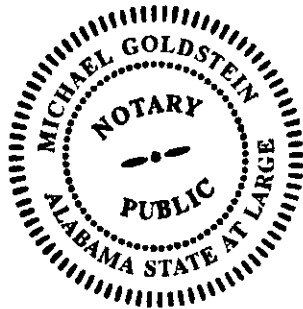
In witness whereof, I hereunto set my hand and official seal.

My commission expires: 8-1-08

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 1, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS

MICHAEL GOLDSTEIN
MY COMMISSION EXPIRES AUGUST 1, 2008

(Official Seal)



THIS INSTRUMENT PREPARED BY:
Nexity Bank - Lynn Boyd
3500 Blue Lake Drive, #330
Birmingham, AL 35243

AFTER RECORDING RETURN TO:
Nexity Bank - Eric Eason
3500 Blue Lake Drive, #330
Birmingham, AL 35243

SCHEDULE "A"

THE FOLLOWING REAL PROPERTY SITUATE IN COUNTY OF DESOTO AND STATE OF MISSISSIPPI, DESCRIBED AS FOLLOWS:

LOT 17, GERMANWOOD STATION SUBDIVISION, SITUATED IN SECTION 21, TOWNSHIP 1 SOUTH, RANGE 6 WEST, CITY OF OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 74, PAGE 44-47, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY MISSISSIPPI.

AND

THE WARRANTY IN THIS DEED IS SUBJECT TO; ANY RIGHT OF WAY AND EASEMENTS FOR PUBLIC ROAD AND PUBLIC UTILITIES, ANY OTHER EASEMENTS, ANY SUBDIVISION AND ZONING REGULATIONS IN EFFECT, ANY APPLICABLE BUILDING RESTRICTIONS AND ANY RESTRICTIVE COVENANTS OF RECORD; TAXES FOR THE YEAR 2002, WHICH WILL BECOME DUE AND PAYABLE ON JANUARY 1, 2003; ANY EASEMENTS, BUILDING SETBACK LINE, RIGHT OF WAY AND RESTRICTIVE COVENANTS SHOWN ON THE ABOVE-DESCRIBED PLAT; 10' SEWER EASEMENT GRANTED TO THE CITY OF OLIVE BRANCH IN BOOK 262, PAGE 199, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI; AND 15' RIGHT OF WAY GRANTED TO HOME TELEPHONE COMPANY BY INSTRUMENT RECORDED IN BOOK 248, PAGE 495, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

KNOWN: 8341 WESTBROOK DRIVE

PARCEL: 1 06 5 21 11 0 00017 00

INDEXING INSTRUCTIONS: LOT 17, GERMANWOOD STATION SUBDIVISION, SITUATED IN SECTION 21, TOWNSHIP 1 SOUTH, RANGE 6 WEST, CITY OF OLIVE BRANCH, PLAT BOOK 74, PAGE 44-47, DESOTO COUNTY, MISSISSIPPI,